



**RENTON
DOWNTOWN
PARTNERSHIP**

2024 MAIN STREET PITCH COMPETITION

RULES & REGULATIONS



www.rentondowntown.com/pitch

Rules and Regulations

We are excited that you (“**you**”, or the “**applicant**”) are participating in the 2024 Main Street Pitch Competition (the “**Competition**”) sponsored by the Renton Downtown Partnership (“**RDP**” or “**Renton Downtown Partnership**”)! By applying for, registering for, or otherwise participating in the Competition, you hereby accept and agree to be bound by these Rules and Regulations (the “**Rules**”).

Void Where Prohibited by Law: The Competition is subject to all applicable federal, state and local laws and regulations and is void in any jurisdiction where it is prohibited by law or regulation.

Who Can Participate: Entities that are tax-exempt organizations, non-profits, or charitable trusts are not eligible to participate.

Employees, officers, directors, and any other representatives of Renton Downtown Partnership, as well as competition judges, other parties determined non-independent of Renton Downtown Partnership, and members of their immediate families and household of the foregoing are not eligible to participate in the Competition.

Renton Downtown Partnership reserves the right at its sole discretion to disqualify any applicant for any reason (see the “Disqualification” section below).

Code of Conduct: You and your representatives are required at all times to observe proper decorum, not engage in rule violations, and not engage in any behavior that affects the conduct of the Competition or which impugns the reputation and integrity of any RDP Party (defined below).

Competition and Rules Subject to Modification by Renton Downtown Partnership (RDP): The Competition and these Rules are subject to modification, cancellation, or limitation at any time at RDP’s sole discretion, with or without notice, including to persons who have already entered the Competition. All changes to or modifications of the Competition or these Rules will be posted on the RDP website (www.rentondowntown.com). RDP’s failure to enforce any provision of these Rules shall not constitute a waiver of that provision.

General Conditions of Participation in This Competition: You grant, for purposes of advertising, trade, promotion, and publicity, to RDP and its affiliates, without notice or further compensation, a royalty-free, irrevocable, perpetual, non-exclusive license to use, reproduce, modify, create derivative works from and display in any and all forms of media, now known and hereafter devised, your name likeness, pictures, photographs, video, voice, biographical information, statements, and any and all



information or material that you submit to RDP as part of the Competition. If necessary, applicants will sign any additional documentation that may be required for RDP or its affiliates to make use of these rights granted by applicants. RDP may retain a copy of any information or material submitted as part of the Competition.

This Competition is open to anyone that is at least 18 years old and has a desire to open a brick-and-mortar store in Downtown Renton. A Washington state business license is required to participate in the Competition. RDP may, in its sole discretion, waive this condition.

RDP determines award amounts and eligibility criteria in its sole discretion. To be eligible to win a cash prize award, you need to attend the required number of workshops specified for each category, complete and return assignments for each workshop by the specified deadline whether or not you are required to attend that workshop, and give a pitch at the live finale on June 11, 2024, or such other date as specified by RDP.

All finalists will be required to submit an IRS Form W-9 in order to continue participation in the Competition. The determination of which applicants advance to successive stages of the Competition, and which applicant is the ultimate winner of the Competition, shall be in RDP's and the judges' sole and absolute discretion, as applicable, and each applicant hereby acknowledges that none of RDP, its affiliates nor their respective officers, directors, employees, and agents including outside attorneys, shareholders, representatives, successors, and assigns (each, an "**RDP Party**") shall be liable in any way for the selection of, or failure to select, any applicant to advance in the Competition.

Similar Entries: You acknowledge and agree that RDP may obtain many entries in connection with this Competition and other competitions staged or promoted by RDP, and that such entries may be similar or identical in theme, idea, format or other respects to other entries submitted in connection with this Competition or other contests sponsored by RDP or submitted for other reasons or other materials developed by RDP. Each applicant waives any and all claims against any RDP Party that he, she or it may have had, may have, or may have in the future, that any Competition entry or other works accepted, reviewed or used by the applicant may be similar to his, her or its Competition entry, or that any compensation is due to the applicant in connection with the entry or other works used by a RDP Party. Each applicant agrees that no RDP Party shall have any responsibility for any unauthorized use of any Competition entry by third parties.

Disqualification: RDP reserves the right, in its sole discretion, to disqualify any applicant for any reason, including, but not limited to, for the submission of any



incomplete entry or any entry not complying with these Rules, or any applicant that it finds to be: (i) tampering with the entry process or otherwise tampering with the operation of the Competition, the Competition website, or any other website or web banner ad related to the Competition; (ii) acting in violation of the Rules; (iii) acting in a non-sportsmanlike or disruptive manner, or with intent to annoy, abuse, threaten, harass, harm, mislead, or defraud any other individual or entity; or (iv) otherwise in violation of law, in each case as solely determined by RDP. Any person attempting to defraud RDP or any other applicant or in any way tamper with the Competition will be ineligible to compete in or win the Competition and RDP may seek any and all remedies available to it, including, if appropriate, filing complaints with legal authorities.

Scheduling Delays; Competition Changes: If for any reason, in RDP's sole discretion, the Competition is not capable of running as planned or if the administration, security, fairness, integrity, or proper conduct of this Competition is corrupted or adversely affected, RDP reserves the right to cancel, terminate, modify or suspend the Competition.

RENTON DOWNTOWN PARTNERSHIP RESERVES THE RIGHT, AT ITS SOLE DISCRETION, TO MODERATE ALL ENTRIES FOR COMPLIANCE WITH THESE RULES OR TO DISQUALIFY ANY ENTRY THAT IT FEELS IS INAPPROPRIATE, OBJECTIONABLE OR INCONSISTENT WITH THE POSITIVE IMAGE OR GOODWILL IT WISHES TO PROMOTE IN THE COMPETITION.

ALL APPLICANTS ACKNOWLEDGE AND AGREE THAT ALL ENTRY MATERIALS SUBMITTED IN CONNECTION WITH THIS COMPETITION ARE SUBMITTED ON A NON-CONFIDENTIAL AND NON-PROPRIETARY BASIS AND MAY BE USED BY RDP AND ITS AFFILIATES FOR ADVERTISING AND PROMOTIONAL PURPOSES INCLUDING, BUT NOT LIMITED TO, IN CONNECTION WITH THE COMPETITION WEBSITE. APPLICANTS AGREE THAT THEY WILL NOT USE THE ENTRY MATERIALS FOR ANY OTHER PURPOSE WITHOUT THE EXPRESS CONSENT OF RDP IN EACH INSTANCE.

Limitation of Liability: RDP is not responsible or liable for entries that are illegible, late, forged, destroyed, lost, misplaced, stolen, misdirected, tampered with, incomplete, deleted, damaged, garbled, altered, or otherwise not in compliance with these Rules, whether caused by RDP, the applicant, or anyone else.

Applicants' Own Work: Each applicant's submission must be entirely their (or in the case of a team effort, the team's) own original creation and must not infringe upon or violate any laws or any rights of third parties, including, but not limited to, such violations as infringement of copyright, patent, trademark, trade secret or other proprietary or property right, libel, defamation, violation of rights of privacy, publicity, personality or celebrity, or any contract right, or any other right of any individual,



corporation or entity. Each applicant must obtain all necessary permissions, licenses, clearances, releases, waivers of moral rights and other approvals from third parties (including but not limited to all copyright holders and all individuals appearing in a video submission), necessary to use the submission, in whole or in part, in any way, including without limitation, to reproduce, make derivatives, edit, modify, translate, distribute, transmit, publish, license and broadcast worldwide, by any means. Any and all such permission, licenses, clearances, releases, waivers of moral rights and approvals must be provided to RDP upon its request. No RDP Party shall be responsible to any third-party for any applicant's failure to comply with this provision, and each applicant agrees to indemnify the RDP Parties for any such claim.

Voting: If any applicant is found to be soliciting votes in return for a purchase or payment of any kind, or any other form of consideration or inducement, the applicant may be disqualified at RDP's sole discretion. Applicants are prohibited from obtaining votes by any fraudulent or inappropriate means or practices, including, without limitation, offering prizes, payments or other inducements, to members of the public or using any website designed to induce individuals or provide other incentives to vote for the applicant's entry, as determined by RDP in its sole discretion, and RDP reserves the right to disregard any votes that it deems ineligible or fraudulent. The use of scripts, macros or any automated system or practice to vote or with the intent to impair the integrity of the voting process is prohibited and all such votes will be void. Any attempt by any voter to obtain more than the stated number of votes by using multiple accounts, identities, registrations or logins, or any other method will void that voter's votes and that voter may be disqualified. RDP reserves the right to select alternate finalists should the voting appear to be tampered with or manipulated in any way.

Agreement & Release: As a condition of receipt of any cash award, the winner of such award will be required to execute and deliver to RDP a signed Affidavit of Eligibility and Release, which includes an acceptance of these Rules and liability and publicity releases.

Notice to Winners: As a condition of receipt of the award, the winner of the Competition will be asked to agree that the funds awarded are solely to fund the business described in the winner's entry form. Funds awarded are nontransferable and may be considered taxable income, and the RDP Parties assume no responsibility with respect to any tax liability incurred by the winner in connection with the award; applicants are advised to consult with their tax advisors for more information. RDP reserves the right to contact the winner on a regular basis for a period of one year after completion of the Competition to check on status, and will ask for a summary within twelve (12) months as to how well the funding met the expectations of the applicant. Items within this summary may be published by RDP. Any cash awards that



are not collected by a winner within three (3) months of the final pitch competition may be forfeit and cancelled by RDP at its discretion.

Disputes: Except where prohibited, all issues, questions and disputes concerning the construction, validity, interpretation, and enforceability of these Rules, or the rights and obligations of the applicant and RDP in connection with the Competition, shall be governed by, and construed in accordance with, the laws of the State of Washington, without giving effect to any choice of law or conflict of law rules (whether of the State of Washington or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of Washington. By entering, applicants consent to the jurisdiction and venue of the federal, state and local courts located in Seattle, Washington.

Additional Considerations: Renton Downtown Partnership will NOT offer credit to business entities whose nature is contrary to our mission and to the reasons we provide financial services. The following businesses are excluded from this competition: Any business engaged in illegal practices; companion, escort and dating services; massage parlors; sexual encounter clubs, organizations and websites; sexual in nature businesses such as bikini barista stands; gun shops; tanning salons; lotteries or raffle; pornographic material; pyramid schemes, multi-level sales, etc.; gambling establishments or casinos; pawn shops; check cashing, pay day lending.

This Competition is sponsored and administered by Renton Downtown Partnership, 241 Williams Ave S, Renton, WA 98057. Any legal notice or communication hereunder addressed to RDP must be in writing and delivered to the foregoing address. Any legal notice or communication made to an applicant hereunder must be in writing (which may include email) and delivered to the address provided by applicant in its application materials.

Release and Waiver: By entering the Competition, each applicant irrevocably agrees and acknowledges to be bound by the Rules, all applicable laws, and decisions of RDP, which are final and binding in all respects; to forever and irrevocably waive all of his, her, or its rights to claim ambiguity with respect to the Rules and to waive all of his, her, or its rights to bring any claim, action, or proceeding against any RDP Party in connection with the Competition; and to forever and irrevocably release, indemnify, and hold harmless the RDP Parties from any liability (including, but not limited to, liability for defamation, libel, slander, invasion of privacy, infringement of publicity or any intellectual property rights, any property loss, damage, personal injury, bodily injury, death, expense, accident, delay, inconvenience or irregularity, and any indirect, incidental, consequential, special, punitive or exemplary damages of any kind, even if a RDP Party has been advised of the possibility of such loss or damages), costs and expenses (including, without limitation, reasonable outside attorneys' fees)



that may arise from, result from, or are in connection with: (a) the Competition including, but not limited to, any Competition-related activity or element thereof and the applicant's entry, participation, or inability to participate in the Competition; (b) the violation of any privacy, personal, publicity or proprietary rights; (c) typographical errors in these Rules or any Competition promotional materials; (d) any change in the prizing (or any components thereof) due to unavailability, business or creative considerations, or reasons beyond RDP's control or as otherwise set forth in these Rules; (e) any interruptions in or postponement, cancellation, or modification of the Competition; (f) human error; (g) incorrect or inaccurate transcription, receipt, or transmission of any part of the Competition entry; (h) any system, computer timing or dating mechanism, computer equipment, software, or Internet service provider utilized by RDP or by an applicant; (i) interruption or inability to access the Competition, the website, or any other Competition-related websites or any online service via the internet due to hardware or software compatibility problems; (j) any damage to applicant's (or any third party's) computer or its contents related to or resulting from any part of the Competition; (k) any lost or delayed data transmissions, omissions, interruptions, defects, and/or any other destroyed, incomplete, undeliverable or damaged Competition entries; (l) any wrongful, negligent, or unauthorized act or omission on the part of a RDP Party; (m) the public voting or the tabulation of the votes, or (n) the selection by any RDP Party or its advisors of the finalists.



THANK YOU

The mission of the Renton Downtown Partnership (RDP) is to cultivate a vibrant social, cultural and economic center by bringing together the community, non-profits and city center stakeholders while celebrating the unique historic character of Renton's Downtown.

